

**LEWIS RICE LLC**

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March 11, 2025

**VIA EMAIL ([jimfrankola@gmail.com](mailto:jimfrankola@gmail.com))**

Special Committee of the Board of Directors of  
23andMe Holding Co.  
Attn: Mr. Jim Frankola, Chair  
1001 Hill Ave, #2840  
Wyomissing, PA 19610

**RE: Engagement Letter for Legal Services**

Dear Jim:

Thank you for selecting Lewis Rice LLC (the “Firm”) to provide local counsel representation and to work with lead counsel at Goodwin Proctor LLP on behalf of the Special Committee of the Board of Directors of 23andMe Holding Co. (“23andMe”, sometimes referred to as the “Client”) in connection with a possible bankruptcy filing in the St. Louis, Missouri. We very much appreciate the opportunity to work with you. By this letter, we are confirming our mutual contractual agreement regarding this representation. We urge you to read this letter and its attachment carefully and ask any questions you may have. It is important that we have an understanding of our representative arrangement.

You are engaging us to work with Goodwin Proctor LLP, lead counsel in this matter, to review certain documents related to the bankruptcy of 23andMe here in St. Louis, Missouri and appear on your behalf in the bankruptcy court, when necessary. I will act as your primary contact and will be the billing attorney. My colleague John Hall will also work on this matter and may also enlist one or more of our associates to work on this file as needed to meet your timing deadline. Any change in the scope of our representation must be agreed upon in writing.

Concerning our fees, this letter confirms that you agree to pay the Firm for all hours worked and billed by each of our attorneys who work on your file. At present, our attorney rates range from \$295 to \$815 per hour. My hourly rate is currently \$785 and John’s hourly rate is currently \$775. These rates are subject to periodic adjustment without notice. In addition to agreeing to pay all fees incurred, you are hereby agreeing to pay all costs and expenses associated with this representation. The Firm will send you an invoice each month. Client will be responsible for paying the total amount contained on each invoice within thirty (30) days of receipt of the invoice.

We normally require new clients to deposit an advance with the Firm as security for payment of amounts due the Firm and they may also be applied against billings. We are requesting a \$40,000 retainer to be paid in advance of the work to be performed.

In addition to the foregoing terms and conditions, attached is *Lewis Rice LLC's Statement of Engagement Terms for Legal Services*. This attachment addresses and contains the Firm's standard terms of engagement, which are incorporated into this letter. To the extent any of those terms differ from what is contained in this letter, this letter shall control.

**LEWIS RICE<sub>LLC</sub>**

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Please advise if you have any questions or concerns about this letter or the enclosure. If you have none, please execute this letter, indicating your agreement with all of the terms and conditions set forth herein and in the attachment, and return the signed agreement and attachment to my attention via email. Please retain a copy for your files.

We look forward to working with you.

Very truly yours,

LEWIS RICE LLC

By: /s/ Larry E. Parres  
Larry E. Parres, Member

Attachment

cc: Robert Lemons via e-mail (*RLemons@goodwinlaw.com*)

**AGREED TO:**

Special Committee of the Board of Directors  
of 23andMe Holding Co.

By:   
Name: Jim Frankola  
Title: Authorized Signatory

Date: MARCH 13, 2025

**LEWIS RICE LLC**

**STATEMENT OF ENGAGEMENT TERMS FOR LEGAL SERVICES**

**INTRODUCTION**

Lewis Rice LLC is pleased to have the opportunity to serve as your legal counsel. Our Firm is a full-service law firm. We have experience in a broad range of legal areas and a varied clientele. The Firm is organized into departments according to areas of legal practice and into practice groups drawn from appropriate departments. We are committed to providing quality legal services to our clients consistent with our ethical and legal obligations as attorneys. To do so, however, we must have the complete and timely cooperation of our clients.

This statement contains our standard terms of engagement for legal services. It must accompany an engagement letter titled "Engagement Letter for Legal Services" in which our Firm specifically agrees with you concerning employment. In this statement and in the engagement letter, the pronoun "you" means only the person(s) or entity(ies) specifically identified in the engagement letter as our client(s) and does not include any other persons or entities having any relationship or affiliation whatsoever with the person(s) or entity(ies) identified as our client. All of the terms in this statement may not by their nature be applicable to a given engagement, or they may be supplemented or varied by the engagement letter. However, any change in the terms in this statement or in the engagement letter must be by written agreement. The engagement letter and this statement together set out the contractual terms of our employment on your behalf. Please carefully read both of them.

**LEGAL SERVICES**

Specific legal services that we will perform on your behalf are set forth in the engagement letter. It is important that we each understand the scope of the Firm's undertakings. In addition, it is important to understand that nothing in this statement or in the engagement letter constitutes or is to be construed as a representation, promise or guarantee on our part concerning the outcome of any matter or recommended course of action. Any statements or expressions by us during the course of our representation concerning a matter or its outcome are opinions only based on applicable facts known to us at the time and the state of the then current applicable laws. Please do not entertain any unrealistic expectations of obtaining a specific result. We have made no warranties or guarantees about a particular outcome or result. However, our objective is to help you achieve in every ethical and legal way we can the best result that a strong effort, the law and the facts will permit.

**NO THIRD PARTY BENEFIT**

Nothing herein is intended to create any benefit for a third party, including, but not limited to, any directors, officers, shareholders, members, employees or affiliates of the Client(s). The attorney-client relationship that is the subject of this document and the accompanying Engagement Letter for Legal Services would, if created, exist only between the Firm and the undersigned Client(s) unless otherwise expressly specified. A third person or entity who is not named herein as the "Client(s)" has no legal right to claim that this Firm owes it/them any duty or obligation as a result of the execution of this document. The Firm's only duty of representation is to the Client(s) named herein and that duty arises only when the attorney-client relationship is established in conformity with the terms of this document.

The Client(s) named herein understands that he/she/it should not say or do anything that might lead a third party to believe that this Firm is representing the interests of the third party. Whatever legal advice is given to the Client(s) by the Firm is intended for the benefit and use of the Client(s) only.

## STAFFING

Normally, one attorney (in most cases the attorney initially contacted by you) will have overall responsibility for the engagement and will be your primary contact with the Firm. Other Firm attorneys, including attorneys having special expertise in given areas, and legal assistants may perform work on your behalf so as to provide services in the most timely and effective manner. Professionals working on a matter will confer as required. On complex matters, and frequently on matters involving litigation, we will work in teams. Questions or concerns regarding terms of engagement, staffing, our work or any other matters should be discussed with the primary attorney. If you are not comfortable in doing so or if you desire to change your primary attorney, you should contact the Practice Group head, the Department Chairman or the Chairman of the Firm.

## LEGAL FEES AND EXPENSES

Fees. Our fees for legal services are normally based on the amount of time spent on a matter (charged in increments of one-tenth of an hour) and the hourly rate of each professional performing services. Charges for legal services also may be based on criteria in addition to, or other than, hourly rates. Such factors may include the novelty, complexity and size of a matter or undertaking, the legal skill required to perform the particular assignment, the results obtained, the amounts of money or property involved, the time limitations or other circumstances placed on us by the client, the inability to work on other matters in order to devote time to the client, the extent to which office procedures and methods developed by us contribute to a product, the enhanced risk we assume in rendering a required legal opinion to or for the benefit of a third party and/or the fee customarily charged by comparable firms for similar legal services. The method of charging for legal services normally will be stated in the engagement letter. It is not our customary policy to perform legal services on a contingent fee basis. In some situations, we may consider a contingent fee arrangement; however, to be binding, any such agreement by us must clearly be stated in the engagement letter.

Hourly rates for attorneys and legal assistants are based on levels of experience and expertise and areas of practice. Hourly rates are determined periodically and may increase without notice. Hourly rates are available upon request. The engagement letter may set out a range of current rates or the current rates of professionals expected to provide services. The fees and costs related to this matter are not predictable. Unless otherwise clearly stated in the engagement letter as a fixed or maximum amount, we have made no commitment to you concerning the maximum amount of fees and costs that will be necessary to resolve or complete this matter. Any discussion of fees and costs that we may have had represents only an estimate of such fees and costs. It is also expressly understood that payment of the Firm's fees and costs is in no way contingent on the ultimate outcome of the matter since we cannot guarantee any particular result or forecast the outcome of a legal matter with precision. The actual amount of fee may vary substantially since, in many situations, we cannot control the amount of professional time required of us.

Expenses. You are required to pay expenses and out-of-pocket costs (collectively "expenses") incurred on your behalf. We incur out-of-pocket expenses as your agent. You may be required to pay expenses in advance, either directly to the vendor or to us. Normally we will advance moderate expenses. We will not incur any major expenses without first discussing them with you. Depending on the nature of the matter, expenses which may be incurred include (but are not limited to) charges for long distance telephone, facsimile, courier, express and messenger services, mailings other than normal correspondence,

telecopy, printing, photocopying, service of legal documents, filing fees, recording charges, depositions, transcripts, witness fees, computer research, use of experts, consultants and outside legal counsel, travel expenses and mileage.

During the course of our representation, it may be appropriate to hire third parties to provide services on your behalf. These services may include consulting or testifying experts, investigators, providers of computerized litigation support and court reporters. Because of the attorney-client privilege and work product protection afforded to services that an attorney requests from third parties, in certain situations, our Firm, with your consent, may assume responsibility for retaining the appropriate service providers. You, however, will be responsible for paying all fees and expenses of third party service providers who render services for your benefit.

Billing. Unless other arrangements are made in the engagement letter, you will be billed monthly for legal services and expenses. Bills are due on receipt. In instances in which we represent more than one person with respect to a particular matter, each person that we represent is jointly and severally responsible for payment of our fees with respect to the subject of the representation. Our invoices typically contain a concise summary of each matter for which legal services were rendered and the associated fee that was charged for those services. Payments are applied first to expenses and then to legal fees. Clients are required to pay any costs and fees incurred by us, including reasonable outside attorneys' fees, in collecting amounts due us.

Advance. New clients normally are required to deposit an advance with the Firm. Advances may also be required of a client at the outset or during the course of our representation in certain circumstances, such as where additional legal services are requested, where the Firm will be required to provide a substantial amount of work in a relatively short period of time or to incur substantial expenses, in litigation or arbitration matters, or if a client fails to pay invoices in a timely manner. Advances are held as security for payment of amounts due the Firm and may be applied against billings. Advances must be reinstated when depleted. Billings will describe applications of the advance to fees or expenses. If an advance is not paid as required, we reserve the right to withdraw from the representation subject to any applicable court rules and the rules of professional responsibility. Any balance, after payment of our billed and unbilled fees and expenses, remaining on termination of our representation will be returned to the client. Advance arrangements will be set out in the engagement letter.

Pursuant to rules of the Missouri Supreme Court, advances, retainers and other deposits of clients are placed in a special bank account maintained by the Firm that bears interest payable to the Missouri Bar Lawyer Trust Account Program. Trust monies are used to fund public programs approved by the Supreme Court. Depending on the size, duration and transaction costs, a separate account can be arranged with interest accruing to the client.

## DATA PRIVACY

Duty of Confidentiality and Attorney-Client Privilege. If provisions within this "Data Privacy" section conflict with the Firm's duty of confidentiality under the attorney-client privilege, the Firm will defer to that duty of confidentiality under the attorney-client privilege.

Use of Cloud and Other Third Party Services for the Storage and Processing of Data. The Firm may utilize third party service providers (including those that offer "cloud" services) in order to facilitate the provision of legal services generally described herein and in the attached Engagement Letter for Legal Services, in accordance with data protection standards required by law applicable to the Firm's provision of legal services to you. If you require the Firm to use a specific consumer-grade cloud storage provider for the storage, sharing, or exchange of documents or information generated or used in the course of a specific

engagement, the Firm assumes no responsibility for the security of the data or the provider's security standards. Note that the Firm may provide its own secure, encrypted file transfer system, as well as a secure extranet, to facilitate the storage and sharing of information between you and the Firm.

Data Protection and International Data Transfer. The Firm controls or processes personal data provided to the Firm by you in accordance with data protection standards required by law applicable to the Firm's provision of legal services generally described herein and in the attached Engagement Letter for Legal Services. The Firm implements appropriate technical and organizational security measures to protect against unauthorized or unlawful processing of that personal data and against accidental loss of, or damage to, that personal data.

If in the course of providing legal services generally described herein and in the attached Engagement Letter for Legal Services to you, personal data<sup>1</sup> (if any) with respect to persons in the European Economic Area ("EEA"), Switzerland, or the United Kingdom ("U.K.") is provided by you to the Firm, then you and the Firm shall do and perform, or cause to be done and performed, such further acts and things, and shall execute and deliver such other agreements and documents, as you may reasonably request in order to comply with applicable data protection laws, including, without limitation, execution and delivery of a data processing addendum, the Standard Contractual Clauses<sup>2</sup> or another data transfer agreement. The Firm may use the Standard Contractual Clauses or other measures to address cross-border data transfer restrictions in accordance with applicable data protection laws. Prior to any transfer of any personal data to any country outside of the EEA, Switzerland, or the U.K., you and the Firm shall enter into the Standard Contractual Clauses or another data transfer agreement. Unless you and the Firm agree otherwise in writing, the Standard Contractual Clauses or such data transfer agreement shall automatically come into effect with regard to the personal data so transferred upon the commencement of the relevant transfer.

California Consumer Privacy Act – Service Provider.

If in the course of providing legal services generally described herein and in the attached Engagement Letter for Legal Services to you, personal information<sup>3</sup> with respect to California residents is provided by you to the Firm, the Firm may be a "service provider" to you under the California Consumer Privacy Act of 2018 ("CCPA") (Cal. Civ. Code §§ 1798.100 to 1798.199), and any related regulations or

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<sup>1</sup> This may include, but is not necessarily limited to: first and last names; address and past addresses; phone number; email address; date of birth and/or age; date of death; sex/gender, ethnicity and/or race; credit card information; IP address; non-academic titles, academic qualifications, and academic titles; firm/business/employer name, organizational titles, and departments; occupation; work experience, including job titles, company names, and dates of employment; education and education degree(s), including, majors, minors and dates of school attendance; veteran status; voluntary self-identification of disability; financial information, such as that which could be used to process invoices and payments; and any other information that might be used to identify you by another person.

<sup>2</sup> Standard Contract Clauses mean the standard contractual clauses approved by the European Commission under Regulation EU 2016/679 as offering sufficient safeguards on data protection for personal data to be transferred internationally, as the same may be amended from time to time by the European Union or a Member State.

<sup>3</sup> This may include, but is not necessarily limited to: identifiers (e.g., a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers); personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)) (e.g., a name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information); protected classification characteristics under California or federal law; internet or other similar network activity; professional or employment-related information; and inferences drawn from other personal information.

guidance provided by the California Attorney General. As a “service provider,” the Firm will only collect, use, retain, or disclose personal information for the Firm’s provision of legal services to you, generally described herein and in the attached Engagement Letter for Legal Services (hereinafter referred to in this section as “legal services”), for which you provide or permit personal information access. The Firm will not collect, use, retain, disclose, sell, or otherwise make personal information available for the Firm’s own commercial purposes or in a way that does not comply with the CCPA. If a law requires the Firm to disclose personal information for a purpose unrelated to the Firm’s provision of legal services to you, the Firm will first inform you of the legal requirement and give you an opportunity to object or challenge the requirement, unless the law or attorney-client privilege prohibits such notice. The Firm will limit personal information collection, use, retention, and disclosure to activities reasonably necessary and proportionate to achieve the provision of legal services to you or another compatible operational purpose. To the extent legally permitted and in compliance with applicable law, the Firm will promptly comply with any request or instruction from you requiring the Firm to provide, amend, transfer, or delete personal information, or to stop, mitigate, or remedy any unauthorized processing. If the provision of legal services to you requires the collection of personal information from individuals on your behalf, the Firm will provide a CCPA-compliant notice addressing use and collection methods that you specifically pre-approve in writing. The Firm will not modify or alter the notice in any way without your prior written consent.

To the extent legally permitted, the Firm may aggregate, deidentify, or anonymize personal information so it no longer meets the personal information definition by acceptable methods, and may use such aggregated, deidentified, or anonymized data for a permitted use purpose. The Firm will not attempt to or actually re-identify any previously aggregated, deidentified, or anonymized data and will contractually prohibit downstream data recipients from attempting to or actually re-identifying such data.

The Firm will reasonably cooperate and assist you with meeting your CCPA compliance obligations and responding to CCPA-related inquiries, including responding to verifiable consumer requests, taking into account the nature of the Firm’s processing and the information available to the Firm. The Firm will notify you if it receives any complaint, notice, or communication that directly relates to your compliance with the CCPA. Specifically, the Firm may notify you, if it receives a verifiable consumer request under the CCPA, if the Firm deems notification would be appropriate (i.e., attorney-client privilege does not prevent notification).

#### CLIENT RESPONSIBILITIES

The Firm will provide the legal services generally described herein and in the attached Engagement Letter for Legal Services. By your execution of this Statement of Engagement Terms for Legal Services, you agree to provide us with such cooperation and truthful and accurate factual information and materials as we require to perform legal services on your behalf. Failure to disclose material facts to us truthfully and accurately and/or to cooperate with us or otherwise fulfill the terms of our engagement may lead to our decision to withdraw from the representation. It is understood and agreed that you will not oppose such a decision if it is made. It is also understood that you are not relying on us for business, investment, financial or accounting advice or to investigate the character or credit of persons with whom you may be dealing unless specifically requested and agreed to by the Firm. We will keep you advised of developments as necessary to perform our services and will consult with you as necessary to ensure the timely, effective and efficient completion of our work. You are encouraged to request information pertaining to the subject of the representation at any time. By your execution of this Statement of Engagement Terms for Legal Services, you also agree to make any personnel available, as necessary, to assist us in gathering accurate information and/or documentation and to notify us of any corporate mergers and/or acquisitions that might implicate our Firm’s ability to continue representing you.

## TERMINATION

We consider the attorney-client relationship between us to be terminated upon completion of the specific services we have been retained to perform, as described in the engagement letter. We have no continuing obligation to advise you about any future legal developments after termination. Subsequent representation pursuant to an additional engagement letter may reestablish the relationship.

In addition, you may terminate our representation at any time. We also reserve the right to terminate our representation if you fail to pay your account, including any advance or retainer amount, in a timely manner, or if you fail to cooperate with us or to follow our advice, or under any other circumstances as may be specified in the engagement letter or which constitute a breach on your part of our agreement, or as may otherwise be permitted or required of us by applicable rules of professional responsibility. You will remain responsible for payment of our fees and expenses (billed and unbilled) incurred prior to the date of termination. In the event that any court of competent jurisdiction refuses to permit the Firm to withdraw upon termination, you remain responsible for the payment of all fees and costs.

## RETURN OF CLIENT RECORDS

During the course of our representation of you, you may be asked to provide us with various documents. We will hold these records for you during the pendency of our representation of you and for six months thereafter. In accordance with Missouri's ethics rules, we will retain the balance of your file for a period of six (6) years after the closure of your file. It is your responsibility, however, to secure the return of your records, if desired.

## CHOICE OF FORUM/CHOICE OF LAW

In consideration of the Firm's agreement to represent you, you agree that the validity and effect of this Agreement shall be governed by and construed and enforced exclusively in accordance with the laws of the State of Missouri, without regard to principles of conflicts of laws, and you agree to submit to the personal jurisdiction of Missouri courts in connection with the contractual relationship embodied in this Statement of Engagement Terms for Legal Services. The Client(s) and Firm (the "Parties") hereby submit to the exclusive jurisdiction of any federal and/or state court sitting in the City of St. Louis, Missouri or St. Louis County, Missouri for the purpose of any action arising out of or relating to this agreement and agree that all such actions shall be heard and determined in such Missouri federal and/or state courts. Each of the Parties hereby irrevocably waives, to the fullest extent they may effectively do so, the defense of an inconvenient forum to the maintenance of any action in the City of St. Louis, Missouri or St. Louis County, Missouri.

## CORPORATE TRANSPARENCY ACT

The Firm's legal services provided in this engagement may, on one or more occasions, trigger reporting obligations under The Corporate Transparency Act, 31 U.S.C. § 5336 (together with its implementing rules and regulations, the "CTA"). The CTA may require you to file reports with the Financial Crimes Enforcement Network ("FinCEN") containing information about you and your "beneficial owners" and "company applicants" (as those terms are defined in the CTA), and to keep such information current with FinCEN. Reporting obligations may arise from each of the following events (among others): the creation of a new entity; a change in ownership of an entity; a change in "senior officers" (as defined in the CTA) of an entity; a change in the individuals who have substantial control of an entity; and certain changes in "beneficial ownership information" (as defined in the CTA).

Limited Scope of CTA Representation. You agree that, except we might separately agree in writing, Lewis Rice will have no duty or responsibility to advise you with respect to the CTA, to remind you on one or more occasions of your reporting obligations under the CTA, or to monitor for changes with respect to you, your affiliates, or your or their respective beneficial owners that could trigger reporting obligations under the CTA. You agree that you will at all times be solely responsible for (and that Lewis Rice will have no duty or responsibility with respect to) filing beneficial ownership information reports under the CTA, collecting, storing and verifying the accuracy of all beneficial ownership information required to be reported (other than, as described below, FinCEN identifiers of Firm personnel that constitute company applicants), and monitoring for changes that may trigger reporting obligations under the CTA.

Referrals to Third Party Service Providers. The Firm on one or more occasions may refer you to one or more third party service providers that provide CTA compliance services, in which case you acknowledge and agree that such referrals do not constitute endorsements or recommendations, and that you will be solely responsible for vetting and engaging any such provider.

Company Applicants. If this engagement (or any other engagement by you of the Firm) involves the Firm providing legal services involving the creation of a new entity, the Firm's attorney with primary responsibility for the formation of such entity, a Firm paralegal, or both may be considered "company applicants" under the CTA. In that case, you agree that that the Firm may provide you with FinCEN identifiers for each such company applicant in lieu of beneficial ownership information. The Firm agrees to promptly upon your request provide FinCEN identifiers (or, at the Firm's option, beneficial ownership information) for such company applicants required to be reported to FinCEN.

CTA Compliance. You agree that if the Firm agrees to provide legal services to you relating to CTA compliance, whether as part of this engagement or otherwise, that you will furnish such information as we may reasonably request to enable determinations of beneficial ownership and reporting obligations and to otherwise comply with the CTA. Your failure to provide such requested information that is complete and accurate and to otherwise cooperate as we might reasonably request in connection with such legal services may lead to our decision to withdraw from the representation.

## COMMUNICATION

We believe clients and attorneys are best served by having arrangements for representation understood and agreed to in advance. We should be contacted immediately if there are any questions concerning our arrangements as set out in this statement and in the engagement letter. Additionally, you are encouraged to communicate with us concerning any questions you may have during the course of our representation or in connection with our billings.

The Client(s) and the Firm may, during the course of this engagement, exchange information, convey documentation and otherwise communicate electronically with one another and, from time to time, with third parties in furtherance of the purposes of this engagement. For purposes of this provision, electronic communications include, but are not limited to, internet e-mail, instant messaging, facsimile and wireless communications. By your execution of this Statement of Engagement Terms for Legal Services, you acknowledge that electronic communication of this sort may not be a secure method of communication, that such electronic communications may be copied and held by various computers through which they pass during transmission and that persons not participating in such communications may intercept them by improperly accessing computers through which they are transmitted. You further acknowledge that neither party has control over the performance, reliability, availability or security of any such electronic communications. Consequently, the Firm will not be liable to you for any loss, damage, expense, harm or inconvenience resulting from the unintentional loss, delay, disclosure, interception, corruption and/or

alteration of any electronic communication. In the event you object to the use by the Firm of any form of electronic communication, please advise the Firm in writing at your earliest convenience.

**Please read this Statement of Engagement Terms for Legal Services carefully.** Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any term is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete and consistent understanding of our relationship.

This Statement of Engagement Terms for Legal Services and the attached Engagement Letter for Legal Services contain the entire agreement between you and the Firm. There are no other agreements and/or understandings stated or implied. It is understood and agreed that any changes, modifications or alterations to these terms of engagement shall be in writing and executed by you and the Firm.

If you have any questions, please feel free to call us. If you agree to our representation on the terms described herein, please sign below and return this document and the attached Engagement Letter for Legal Services to us at your earliest convenience.

By signing and returning of a copy of this document to us, together with any requested advance, you authorize us to undertake your representation.

ACCEPTED AND AGREED TO ON THIS DATE:

Special Committee of the Board of Directors  
of 23andMe Holding Co.

By: Jim Frankola  
Name: Jim Frankola  
Title: Authorized Signatory

Date: MARCH 13, 2025